



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE

REFER TO FILE: **AS-0**

August 22, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AS-NEEDED LABOR SUPPORT SERVICES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award the "As-Needed Labor Support Services" contract to Premier Building Maintenance Services, located in Los Angeles, California, effective upon Board approval through December 31, 2002, with two 1-term renewal options for the periods of September 1, 2003, through December 31, 2003, and September 1, 2004, through December 31, 2004.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Instruct the Chairman to sign this contract.
5. Delegate authority to the Director of Public Works to renew this contract for the two 1-term renewal options, if, in the opinion of the Director, renewal is warranted.
6. Authorize Public Works to encumber and disburse an annual not to exceed estimated amount of \$342,225. This amount is based on our estimated workload and the contractor's price to provide these services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide part-time, intermittent assistance for Public Works' permanent flood maintenance workforce during the period of peak workload to accomplish the timely clearance of vegetation and brush and removal of debris in channels and various flood control facilities in preparation for the storm season. It is critical that the work be completed within the fall time window to comply with various environmental permits. The contractor will furnish ten-person work crews as needed.

Implementation of Strategic Plan Goals

This contract meets the County's Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. These services are to be provided on a part-time, intermittent basis and the contractor has the expertise to complete the work, which will allow Public Works to provide these services to the public in a more responsive manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount to not exceed \$342,225. This amount is based on our estimated workload and the contractor's price to perform these services. This contract will be effective upon Board approval through December 31, 2002. With the Board's delegated authority, the Director may renew this contract for the periods of September 1, 2003, through December 31, 2003, and September 1, 2004, through December 31, 2004, for a total contract period not to exceed three terms. In any event, this contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the contractor. Funds are available in Public Works' 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract has been properly executed by the contractor and approved by County Counsel as to form.

The County is authorized under California Government Code Section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency order other than a labor dispute. Use of temporary help under this Section is limited to a period not to exceed 90 days for any single peak load, temporary absence, or emergency

situation. This contract will not be utilized to replace County employees impacted by any program curtailments.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this recommended contract which is for services required on an intermittent, part-time basis.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from CEQA pursuant to Class 1(e), (j), and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On February 11, 2002, proposals were solicited from 521 independent contractors and community business organizations for As-Needed Labor Support Services. Also, an advertisement was placed in the Los Angeles Times. Public Works has been unable to verify that this opportunity was advertised on the County's bid website, possibly due to inadvertent data loss at the time these notices migrated from the Office of Small Business' system to Internal Services Department's system. Two instances of this problem have been noted. Public Works is continuing its practice of posting all service contracts on the County contracting website and is monitoring to verify each transaction.

By March 18, 2002, four proposals were received. These proposals were reviewed to ensure that they met the minimum requirements outlined in the Request for Proposals (RFP). One proposer withdrew their proposal after determining they could not provide the services at their quoted price. The remaining three proposals met the minimum requirements and were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria outlined in the RFP which included proposed fee, experience, performance history, and services/project management plan. Based on this evaluation, Public Works is recommending that this contract be awarded to the most responsive and qualified proposer, Premier Building Maintenance Services (Premier), of Los Angeles, California. Premier submitted the lowest price proposal of the three fully evaluated proposals.

Enclosure A reflects the proposer's minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The requirements contained in the Director of Personnel's April 2, 1997, letter regarding personnel service type contracts have been met. One of these requirements directed us to consult with the affected employee union and the Chief Administrative Officer's Employee Relations. On January 16, 2002, May 30, 2002, and July 15, 2002, we sent letters outlining our needs for this service and contract status, along with a copy of the Request for Proposals and information regarding our vacant funded positions which could be assigned to do this work to SEIU Local 660. We met with Local 660 on July 17, 2002. Employee Relations and the Department of Human Resources were involved during this process. Local 660 has indicated they would not support the award of this contract as the award would reduce the amount of overtime opportunities for their members.

This contract contains recent Board-ordered contract terms regarding contract termination for improper consideration, consideration of GAIN Program participants should the contractor require additional or replacement personnel, current and new employee notification of Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, and contractor responsibility and debarment. The contractor has agreed to comply with County Jury Service Program requirements.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before work is assigned.

The contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have met reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or dates.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not affect County personnel as this service is required on an intermittent, part-time basis to cover peak workloads only when the County exceeds its ability to staff with full-time, permanent employees.

CONCLUSION

Please have the original and one copy of this contract signed by the Chairman. Please return the signed copy for the contractor to this office, together with a conformed copy for Public Works' file. The fully executed original should be retained for your files.

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc. 4

cc: Chief Administrative Office
County Counsel
Human Resources (Steve Hill)

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THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002,

BY AND BETWEEN

the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY,"

AND

BRYANT S. KIM, an individual, d.b.a., PREMIER BUILDING MAINTENANCE SERVICES, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on the 18th day of March 2002, hereby agrees to provide as-needed services for the clearing of vegetation, removal of debris and brush along the County's various flood control facilities and channel right-of-way, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "As-Needed Labor Support Services."

SECOND: The Contract Specifications, and the Contractor's Proposal, and the Standard Terms and Conditions of Los Angeles County Services Contracts, all attached hereto, and the insurance certifications, are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services, and in strict accordance with the Contract Specifications, and to the satisfaction of the Director of Public Works, to pay to the Contractor the hourly rates pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's Proposal submission, to an annual amount not to exceed \$342,225, or such greater sum as the Board may approve.

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FOURTH: In the event that the Contractor's Terms and Conditions which may be listed in the Contractor's proposal, conflict with the County's Specifications, Requirements, Terms, and Conditions, herein, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract Specifications to meet the County requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

BRYANT S. KIM, an individual, d.b.a.,
PREMIER BUILDING MAINTENANCE SERVICES

By _____
Bryant S. Kim, Owner